

A. G. Contract No. KR921176TRN
ECS File: JPA 92-68
Project: 180 CN 215/H 2984 01C
Section: US-180, Jct. B-40 to
Columbus Ave. (Humphreys Street)

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF FLAGSTAFF

THIS AGREEMENT is entered into 4 December, 1992,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
CITY OF FLAGSTAFF, acting by and through its CITY COUNCIL (the
"CITY").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The City is empowered by Arizona Revised Statutes
Section 48-572 and City Charter Article 1, Section 3 to enter
into this agreement and has by resolution, a copy of which is
attached hereto and made a part hereof, resolved to enter into
this agreement and has authorized the undersigned to execute
this agreement on behalf of the City.

3. Incident to an improvement project to US-180
(reconstruction of Humphreys St. from Sante Fe to Columbus) in
the City contemplated by the State, the City has requested that
the State design, construct and accomplish certain associated
City improvements, to include water and sewer line replacement,
storm drain improvements and minor intersection enhancements,
at an estimated cost of \$938,527.00, all at City expense,
hereinafter referred to as the Project.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:

NO. <u>17251</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>12/04/92</u>
<u>Richard Mahoney</u> Secretary of State
By <u>Wm. V. Greenewald</u>

II. SCOPE OF WORK

1. The State will:

a. Provide to State standards design plans, specifications and such other documents and services necessary for construction bidding and construction. Incorporate City review comments as appropriate.

b. Call for bids and, with the concurrence of the City, award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Obtain the concurrence of the City on any Project related contract modifications. Be responsible for any contractor claims for extra compensation attributable to the State.

c. No more often than monthly, invoice the City for the reasonable direct actual cost of the Project, plus fifteen percent (15%) construction engineering, as necessary to amortize the Project, in a total amount estimated at \$938,527.00. Provide the City a final invoice no later than 180 days after Project completion and acceptance.

d. During construction, install conduit for the future synchronization of traffic signals between Route 66 and Columbus Avenue. Approve and accept the Project on behalf of the parties hereto, and provide maintenance inside the State right-of-way, except for sidewalks and "streetscape enhancements", which shall be maintained by the City.

2. The City will:

a. Review the design documents and provide comments. Prior to the State's advertisement for bids, reimburse the State the Project design costs in an amount estimated at \$56,411.00.

b. Acquire, in the name of the City, any additional right-of-way required for the Project, at no cost to the State, and be responsible for the cost of relocating existing City owned utilities that are in conflict with the Project.

c. Be responsible for the difference in cost of City requested Project enhancements such as "streetscape" crosswalks.

d. Issue the State's contractors the necessary permits for construction easements, and cooperate with the State regarding construction detours, traffic control, etc. Be responsible for any contractor claims for extra compensation attributable to the City.

e. Reimburse the State for the reasonable direct actual cost of the Project, plus fifteen percent (15%) construction engineering, within thirty days after receipt of Project invoices.

f. Upon completion and acceptance by the State, provide maintenance to the Project outside the State right-of-way, and to all sidewalks, "streetscape enhancements" and City owned utilities within the State's right-of-way.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and reimbursements; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a Project construction contract, upon thirty (30) days written notice to the other party.

2. This agreement does not abrogate any prior rights the City may have as a result of thge City's utilities being constructed prior to Humphreys Street becoming a state highway.

3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

6. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E Room 222E
Phoenix, AZ 85007

City of Flagstaff
City Manager
211 West Aspen Avenue
Flagstaff, AZ 86001

8. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.


IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF FLAGSTAFF

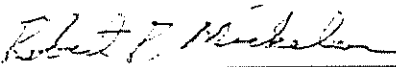
STATE OF ARIZONA

Department of Transportation

By



CHRISTOPHER BAVASI
Mayor

By


ROBERT P. MICKELSON
Deputy State Engineer

ATTEST

By


LINDA BUTLER
City Clerk

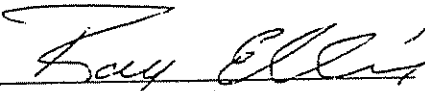
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RESOLUTION

BE IT RESOLVED on this 28th day of May 1992, that I, CHARLES E. COWAN, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with City of Flagstaff for the purpose of defining responsibilities for the design, construction and maintenance of improvements to US-180 from B-40 to Columbus Avenue in the City.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.


Per CHARLES E. COWAN
Director

RESOLUTION NO. 1813

A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR SEWER AND WATERLINE REPLACEMENT, STORM DRAIN IMPROVEMENTS, AND MINOR INTERSECTION ENHANCEMENTS TO ADOT'S HUMPHREYS STREET RECONSTRUCTION PROJECT

WHEREAS, the City has requested the Arizona Department of Transportation to include the replacement of sewer and waterlines, the construction of storm drain improvements, and to provide minor intersection enhancements as part of the planned ADOT reconstruction of Humphreys Street; and

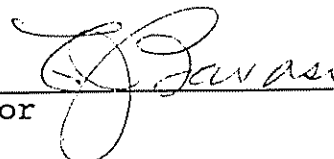
WHEREAS, ADOT and the City have negotiated an intergovernmental agreement whereby ADOT would provide the City with the additional improvements that the City has requested over and above the roadway work planned by ADOT at an estimated total project cost to the City for design, construction and administration of \$1,329,983;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1: The City of Flagstaff hereby approves the proposed intergovernmental agreement between the State of Arizona and the City for the construction of City improvements under ADOT's supervision incident to ADOT's reconstruction of Humphreys Street between Route 66 and Columbus.

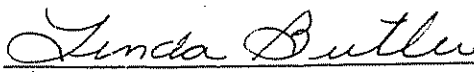
SECTION 2: The Mayor of the City of Flagstaff is hereby authorized and directed to enter the intergovernmental agreement on behalf of the City.

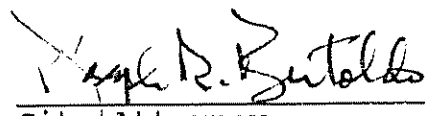
PASSED AND ADOPTED by the Council and approved by the Mayor of the City of Flagstaff this 3rd day of ~~October~~, 1992.


Mayor

ATTEST:

APPROVED AS TO FORM:


City Clerk

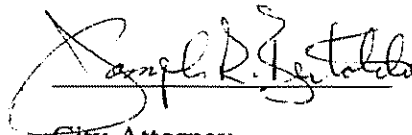

City Attorney

JPA 92-68

APPROVAL OF THE FLAGSTAFF CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF FLAGSTAFF, and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 17 day of Nov, 1992.



City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR92-1176-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 1st day of December, 1992.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section